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AGREEMENT FOR THE ELECTRONIC EXCHANGE OF CUSTOMS DATA

AUSTRALIAN POSTAL CORPORATION CORREOS Y TELEGRAFOS SAE CHINA POST GROUP HONGKONG POST JAPAN POST SERVICE CO., LTD KOREA POST

SINGAPORE POST LIMITED

LE GROUPE LA POSTE

CANADA POST CORPORATION

AND

UNITED STATES POSTAL SERVICE

Version 6 (30 March 2014)

AGREEMENT FOR THE ELECTRONIC EXCHANGE OF CUSTOMS DATA

BETWEEN
AUSTRALIAN POSTAL CORPORATION
CORREOS Y TELEGRAFOS SAE
CHINA POST GROUP
HONGKONG POST
JAPAN POST SERVICE CO., LTD
KOREA POST
SINGAPORE POST LIMITED
LE GROUPE LA POSTE
CANADA POST CORPORATION
AND
UNITED STATES POSTAL SERVICE

MARCH 27, 2014

RECITALS

WHEREAS, the Australian Postal Corporation, Correos Y Telegrafos SAE, China Post Group, Hongkong Post, Japan Post Service Co., Ltd., Korea Post, Singapore Post Limited ("Singapore Post"), Le Groupe La Poste, Canada Post Corporation, and the United States Postal Service (the "Parties") are the designated postal operators of their respective territories and provide international postal services;

WHEREAS, the Parties understand the need to devote appropriate resources to facilitate the exchange of electronic customs data;

WHEREAS, the Parties recognize that EDI is one of the most effective ways to exchange data between trading partners and is therefore broadly used for international trade;

WHEREAS, the Parties understand that service and efficiency improvements can be achieved if postal operators of origin transmit data on outbound international postal items to the destination postal operators, for the purposes of customs clearance.

WHEREAS, the Parties also recognize the importance of data and privacy protection in view of the long-lasting reputation of postal operators as guardians of the integrity of the mail; and

WHEREAS, the undersigned postal operators have agreed that the Exchange of Customs Data Guide referenced and incorporated herein will be finalized and entered into force no later than 12 months after execution of the Agreement for the Electronic Exchange of Customs Data.

The undersigned Parties hereby agree as follows:

OPERATIVE TERMS

1. Definitions

Customs Form: means the customs declaration form to be affixed on postal items exchanged between the Parties to be submitted for customs control in accordance with the laws of the countries of origin and destination.

Authority or Authorities: means all officially authorized agencies associated with the inspection or control of postal items at a country's borders, in accordance with the national laws of each country, and as detailed in Annex G of this Agreement.

Customs Data: means

Electronic data interchange (EDI): means computer-to-computer exchange of data, by means of networks and formatted messages.

Exchange of Customs Data Guide means the guide containing all functional and operational information relating to each Party needed for the electronic exchange of Customs Data as at the date of adoption of the guide and as may be amended by the Parties from time to time.

Party: means Australian Postal Corporation, or Correos Y Telegrafos SAE, or China Post Group, or Hongkong Post, or Japan Post, or Korea Post, or Singapore Post, or Le Groupe La Poste, or Canada Post Corporation, or the United States Postal Service, except any which has withdrawn from the Agreement, and any additional postal operator which has acceded to the Agreement by invitation of a Party and approval by a majority of the Parties of the detailed terms of accession as they relate to each invited postal operator.

Parties: means two or more of the Parties collectively as best suits the context in which the term is used.

Personal Data: means

Receiving Party: means a Party that has received Customs Data through EDI messages from any other Party.

Sending Party: means a Party that transmits Customs Data through EDI messages to another Party.

System: means the telematic system used to create, send, receive or handle data messages.

UPU: means the Universal Postal Union, a specialized agency of the United Nations, whose aim is to secure the organization and improvement of the postal services and to promote the development of international collaboration in this sphere and which develops standards commonly used by postal operators.

2. Subject and purpose

This Agreement shall set the conditions pursuant to which Customs Data relating to postal items exchanged by the Parties are processed and exchanged electronically between the Parties.

3. Data capture

- 3.1 Customs Data relating to the items defined in Article 4 shall be captured in the System by each Party
- 3.2 The Customs Data to be captured in the System are as set out in Annex B.

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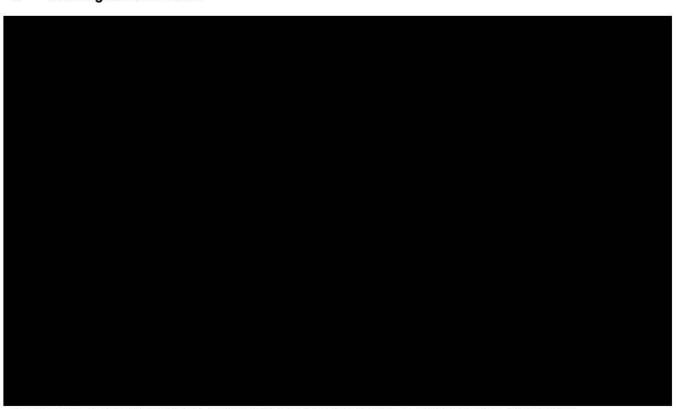
4. Items for which Customs Data are captured and exchanged

- 4.1 The Parties shall capture and exchange Customs Data for the item categories as set out in Annex C.
- 4.2 The Parties shall capture and exchange Customs Data via the channels and at the locations as set out in Annex D.

5. Data transmission relating to postal items and format of EDI messages

- 5.1 The provisions of Annex A stating the manner in which the Customs Data is exchanged by a Party may be varied by that Party from time to time by notification in writing to all other Parties.
- 5.2 Customs Data, described in Annex B and captured in accordance with Article 3 above, shall be transmitted by the postal operator of origin to the postal operator of destination by means of EDI messages via the System and
- 5.3 The policy regarding timing and frequency of transmission of the Customs Data between the Parties shall be as set out in Annex F.
- 5.4 The postal operator of origin shall transmit the Customs Data in accordance with the timeframe set out in Annex E.
- 5.5 Each Party shall transmit Customs Data that are Personal Data to the other Party using technical measures that ensure the confidentiality and security of the data transmitted.
- 5.6 No Party shall be obligated to transmit or receive Customs Data (including Personal Data) to any other Party until such time as each Party's legal requirements are satisfied and any applicable arrangements for protection and storage of Customs Data are made with by the Party and any intermediary entity that may be engaged in the in the transmission and/or storage of Customs Data.

6. Exchange of information



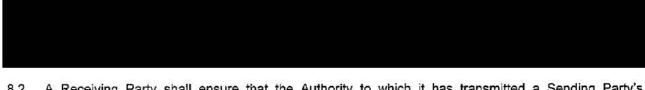
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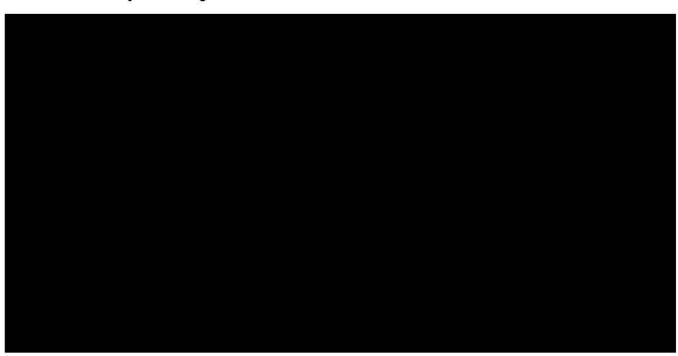
7. Discrepancy between the paper and electronic versions of the Customs Form

In case of a discrepancy between the data on the Customs Form and the electronic data sent by one Party to another pursuant to this Agreement,

8. Use of the data exchanged



- 8.2 A Receiving Party shall ensure that the Authority to which it has transmitted a Sending Party's Customs Data (including any Personal Data contained therein) makes use of and/or discloses that Sending Party's Customs Data solely for
- 8.3 The provisions of this Article 8 shall not restrict a Receiving Party's lawful disclosure of Customs Data received from other Parties in the event of legal requirements based on each Receiving Party's national laws or by order of any court, tribunal or oversight agency of competent jurisdiction.
- 9. Data security and storage





10. Confidentiality

To the extent the Parties intend to share or disclose non-public information other than Customs Data or Personal Data, they shall enter into a separate agreement if such obligation is not already in effect.

11. Notice

Any information required or authorized to be given by a Party to the other Parties in accordance with the provisions of this Agreement, unless otherwise specifically stipulated, shall be in writing and delivered personally or sent via facsimile or e-mail to the recipient's address for notices specified in Annex F and shall be deemed to have been received the same day it was delivered by hand or sent by facsimile or e-mail. If necessary, a notice may also be sent by mail. In such a case, it shall be deemed to have been received on the seventh day following the date of mailing. Any Party may change its address and contact name by giving notice to the other Party in the manner set forth in this Article.

12. Liabilities and indemnities

Agree Party	In the event that a third party asserts a claim against a Party that is attributable to the ement by another Party, the latter Party shall indemnify the defending Party for, and harmless from, and latter Party shall have, the indemnifying Party shall	
12.2	A Party shall not be liable to another Party nor will it indemnify the other Party for	

12.3 Nothing in this Agreement shall be construed as an acknowledgment or concession regarding the validity of any claim or the entitlement of any Party to any amount of damages.

13. Force majeure

13.1 The Parties are released from in the event of force majeure. All other rights and obligations under this Agreement shall continue to apply to the Parties in the event of force majeure.

13.2 "Force majeure" shall be deemed to be any event in which a Party fails, in part or full, to fulfil its obligations under this Agreement owing to reasons external to the Party that are unforeseeable, unavoidable and independent of that Party's control, and which are not attributable to any act or failure to take preventive action by that Party.



13.4 A Party seeking to rely on force majeure must give prompt written notice thereof to the other Parties and make all reasonable efforts to resume performance of its obligations as soon as possible.

14. Entry into force and duration of this Agreement

- 14.1 This Agreement shall enter into force on June 1, 2014 and shall continue indefinitely unless terminated earlier by all of the Parties.
- 14.2 Withdrawal by one or some of the Parties does not constitute termination with respect to the Agreement. The Agreement will continue to be binding on the remaining Parties to the Agreement.

Opening of exchanges

Subject to paragraph 5.6 of this Agreement, the opening of exchanges of Customs Data between the Parties may begin on the date of entry into force of the Agreement. In the case of a postal operator acceding to the Agreement by invitation of a Party to the Agreement, such Parties must open exchanges as provided for within the detailed terms of accession.

16 Termination and withdrawal

- 16.1 Subject to the conditions laid out in Article 16.4 below, a Party shall be entitled by notice in writing to the other Parties to withdraw from this Agreement immediately if:
- (a) less than six months have elapsed since the date that this Agreement enters into force (which is the pilot test period)
- (b) the Exchange of Customs Data Guide is not adopted by the Parties within 12 months of the date that this Agreement enters into force;
- (c) another Party assigns or transfers, or purports to assign or transfer, any of its rights or obligations under this Agreement or any interest therein without the withdrawing Party's prior written consent; or
- (d) another Party commits a material or persistent breach of any of its obligations hereunder and where the breach is capable of remedy fails to rectify such breach within 30 days of receiving a notice to do so.
- 16.2 A Party may withdraw from this Agreement without cause and at any time with the provision of three months' written notice to the other Parties.

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- 16.3 Withdrawal from this Agreement by a Party shall be without prejudice to any other rights of the Parties accrued up until the date of withdrawal.
- 16.4 As a condition of withdrawal, a Party must enter into an agreement with all other Parties to maintain the obligations set forth in Articles 8, 9, and 10 for as long as the relevant data are retained by the withdrawing Party.
- 16.5 This Agreement may only be terminated by written mutual agreement of all of the Parties to it at the time of its termination.

17. Dispute resolution

- 17.1 If any dispute arises under or in connection with this Agreement the concerned Parties shall attempt to resolve such disputes amicably by referring the issue to the respective heads of the international business units of those Parties for discussions and with the aim of resolving the dispute. If this referral fails to achieve a resolution to the dispute, then the matter shall be referred to the respective chief executive officers of the concerned Parties for review and discussion with the aim of finding a resolution.
- 17.2 Any dispute which cannot be resolved in accordance with Article 17.1 shall be referred to arbitration for final settlement under the Rules of the International Chamber of Commerce (the Rules) by three arbitrators who have substantial experience in business disputes and appointed in accordance with the Rules. Unless the Parties agree otherwise, the place of arbitration shall be determined by the arbitrators, and the arbitration proceedings shall be conducted in the English language.
- 17.3 Notwithstanding the foregoing provisions of this Article 17, nothing in this Agreement shall prevent a Party from applying to a court of competent jurisdiction for injunctive relief pending the resolution of a dispute in accordance with the provisions of this Agreement.

18. Commercial nature of the Agreement

This is a commercial contract and not an agreement subject to public international law. It binds only the entities which are Parties to it and not their respective governments. By their signatures, the authorized representatives of the Parties warrant that their employing organizations have independent authority to enter into and be obligated by such commercial contractual agreements.

19. Language

The Parties agree that the language of their correspondence and communication at the administrative level shall be in English or any other language which two or more of them agree to for discussions relevant only to those Parties.

20. Amendments

- 20.1 Any amendment to this Agreement shall be made in writing and signed by, or on behalf of, each of the Parties.
- 20.2 Changes to the information presented in Annexes A, C, D, E, F, and G are anticipated and are not considered to be amendments to this Agreement. Such changes must be notified to the Parties in writing at least 30 business days in advance of the change if they require operational changes or changes to the Systems of the other Parties, and as soon as possible if not.

21. Waiver

- 21.1 No delay or omission by a Party to exercise any right or power accruing upon any non-compliance or default by the other Party with respect to any of the terms of this Agreement shall be construed as a waiver of such non-compliance or default.
- 21.2 A waiver by a Party of any breach of the terms of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.
- 21.3 To constitute a valid waiver, the terms of the waiver must be exchanged between the relevant Parties in writing.

22. Severability

If any provision of this Agreement is held to be invalid, unenforceable or in conflict with any applicable law, treaty or regulation related to this Agreement or its performance, that provision shall be deemed to no longer form part of this Agreement, and the remaining provisions shall remain in force.

23. Order of precedence

If there is any conflict or inconsistency between the text of the body of this Agreement, its Annexes and/or any amendments to this Agreement under Article 20, such conflict or inconsistency shall be resolved by interpreting the components of this Agreement in accordance with the following order of precedence:

- (a) subsequent amendments to this Agreement under Article 20;
- (b) the text of the body of this Agreement;
- (c) subsequent amendments to the Annexes under Article 20; and
- (d) the Annexes.

24. Counterparts

This Agreement may be executed in counterparts. Each counterpart constitutes the agreement of each Party which has executed and delivered that counterpart to the other parties. Each executed counterpart is an original but the executed counterparts together constitute one and the same Agreement.

25. Accession

- 25.1 Any postal operator possessing full autonomy of the matters provided for in this Agreement may be invited by a Party to the Agreement to accede to the Agreement.
- 25.2 Accession to the Agreement shall be by invitation of a Party to the Agreement and the approval of a majority of the Parties to the detailed terms of accession as they relate to each invited postal operator.

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26. Entire Agreement

This is the entire agreement between the Parties with respect to its subject matter. It supersedes and replaces any written or oral arrangements, correspondence, conversations and documents made or exchanged between the Parties prior to its execution. Any modifications made to this Agreement as well as to the periodically updated and duly approved Annexes shall have no effect unless explicit and confirmed in a written document signed by the Parties hereto.

SIGNED BY THE PARTIES

AUSTRALIAN POSTAL CORPORATION					
Signature of Authorized Representative					
Name of Authorized Representative					
Date of Signing					
CHINA POST GROUP					
Signature of Authorized Representative					
Name of Authorized Representative	<u> </u>				
Date of Signing					
CORREOS Y TE	ELEGRAFOS SAE				
Signature of Authorized Representative	lafail_				
Name of Authorized Representative	Rafael de Vicente				
Date of Signing	05/06/2014				
HONGKO	ONG POST				
Signature of Authorized Representative					
Name of Authorized Representative					
Date of Signing					
JAPAN POST SERVICE CO., LTD					
Signature of Authorized Representative					
Name of Authorized Representative					
Date of Signing					

KORE	A POST
Signature of Authorized Representative	
Name of Authorized Representative	
Date of Signing	
GROUPE	LA POSTE
Signature of Authorized Representative	
Name of Authorized Representative	
Date of Signing	
SINGAPORE	POST LIMITED
Signature of Authorized Representative	
Name of Authorized Representative	
Date of Signing	
UNITED STATES	POSTAL SERVICE
Signature of Authorized Representative	
Name of Authorized Representative	

Date of Signing

Annex A – Technical specifications and message standards to be used



Annex B – Customs Data to be captured and exchanged



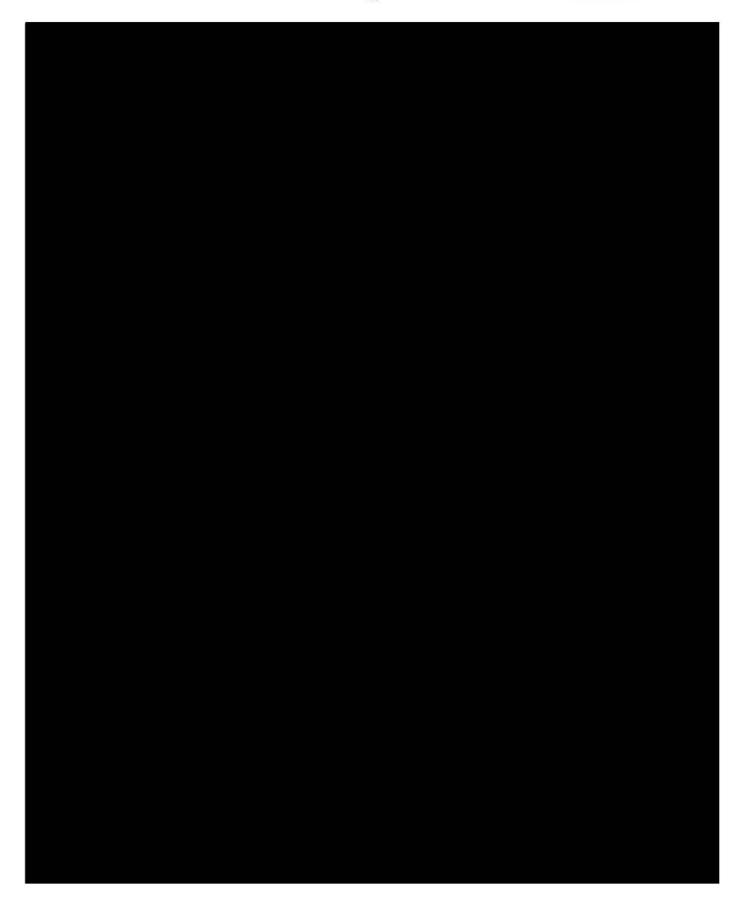
Annex C - The product(s) for which data will be sent and/or received



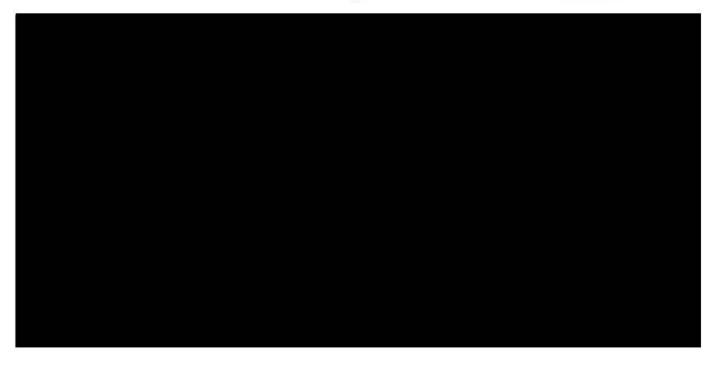


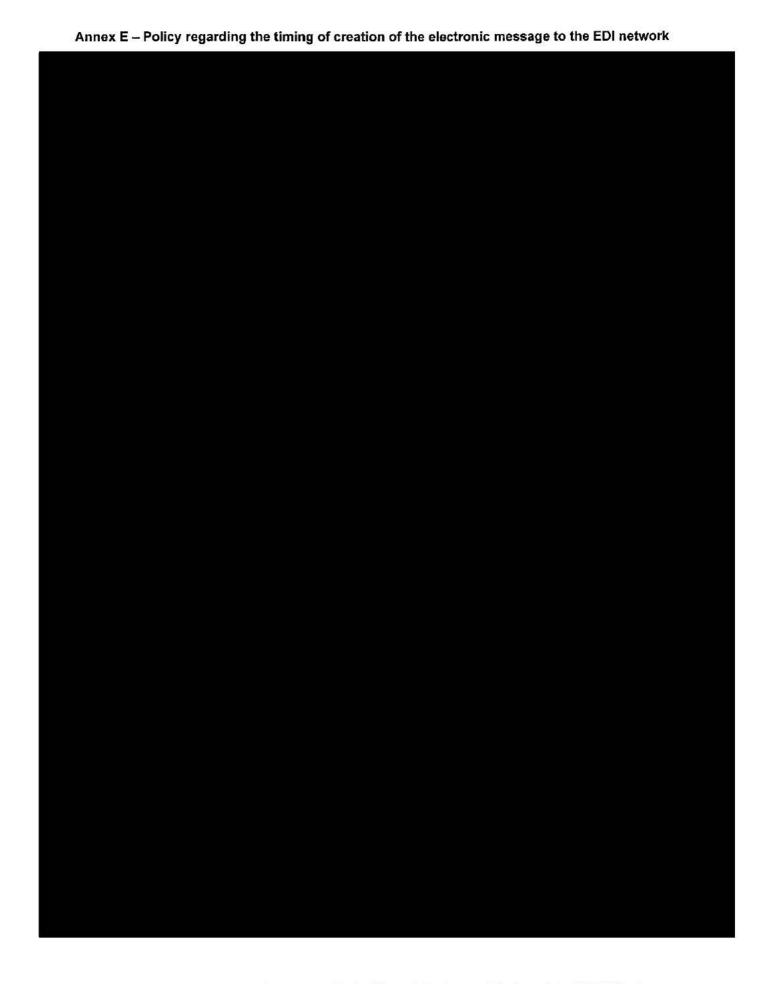














Annex G - Contact Details

Contact details for notices	
For Australian Postal Corporation	[insert]
For Canada Post Corporation	[insert]
For China Post Group	[inserf]
For Correos Y Telegrafos SAE	
For Hongkong Post	[insert]
For Japan Post Service Co. Ltd.	[insert]
For Korea Post	[insert]
For Le Groupe La Poste	[insert]
For Singapore Post Limited	[insert]
For United States Postal Service	[insert]

AGREEMENT FOR THE ELECTRONIC EXCHANGE OF CUSTOMS DATA

BETWEEN

AUSTRALIAN POSTAL CORPORATION

CORREOS Y TELEGRAFOS SAE

CHINA POST GROUP

HONGKONG POST

JAPAN POST SERVICE CO., LTD

KOREA POST

SINGAPORE POST LIMITED

THAILAND POST

LE GROUPE LA POSTE

CANADA POST CORPORATION

AND

UNITED STATES POSTAL SERVICE

Version 6.1 (23 September 2016)

AGREEMENT FOR THE ELECTRONIC EXCHANGE OF CUSTOMS DATA

BETWEEN
AUSTRALIAN POSTAL CORPORATION
CORREOS Y TELEGRAFOS SAE
CHINA POST GROUP
HONGKONG POST
JAPAN POST SERVICE CO., LTD
KOREA POST
SINGAPORE POST LIMITED
THAILAND POST
LE GROUPE LA POSTE
CANADA POST CORPORATION
AND
UNITED STATES POSTAL SERVICE

23 September 2016

RECITALS

WHEREAS, the Australian Postal Corporation, Correos Y Telegrafos SAE, China Post Group, Hongkong Post, Japan Post Service Co., Ltd., Korea Post, Singapore Post Limited ("Singapore Post"), Thailand Post, Le Groupe La Poste, Canada Post Corporation, and the United States Postal Service (the "Parties") are the designated postal operators of their respective territories and provide international postal services;

WHEREAS, the Parties understand the need to devote appropriate resources to facilitate the exchange of electronic customs data;

WHEREAS, the Parties recognize that EDI is one of the most effective ways to exchange data between trading partners and is therefore broadly used for international trade;

WHEREAS, the Parties understand that service and efficiency improvements can be achieved if postal operators of origin transmit data on outbound international postal items to the destination postal operators, for the purposes of customs clearance,

WHEREAS, the Parties also recognize the importance of data and privacy protection in view of the long-lasting reputation of postal operators as guardians of the integrity of the mail; and

WHEREAS, the undersigned postal operators have agreed that the *Exchange of Customs Data Guide* referenced and incorporated herein will be finalized and entered into force no later than 12 months after execution of the Agreement for the Electronic Exchange of Customs Data.

The undersigned Parties hereby agree as follows:

OPERATIVE TERMS

1. Definitions

Customs Form: means the customs declaration form to be affixed on postal items exchanged between the Parties to be submitted for customs control in accordance with the laws of the countries of origin and destination.

Authority or Authorities: means all officially authorized agencies associated with the inspection or control of postal items at a country's borders, in accordance with the national laws of each country, and as detailed in Annex G of this Agreement.

Customs Data: means

Electronic data interchange (EDI): means computer-to-computer exchange of data, by means of networks and formatted messages.

Exchange of Customs Data Guide means the guide containing all functional and operational information relating to each Party needed for the electronic exchange of Customs Data as at the date of adoption of the guide and as may be amended by the Parties from time to time.

Party: means Australian Postal Corporation, or Correos Y Telegrafos SAE, or China Post Group, or Hongkong Post, or Japan Post, or Korea Post, or Singapore Post, or Thailand Post, or Le Groupe La Poste, or Canada Post Corporation, or the United States Postal Service, except any which has withdrawn from the Agreement, and any additional postal operator which has acceded to the Agreement by invitation of a Party and approval by a majority of the Parties of the detailed terms of accession as they relate to each invited postal operator.

Parties: means two or more of the Parties collectively as best suits the context in which the term is used.

Personal Data: means

Receiving Party: means a Party that has received Customs Data through EDI messages from any other Party.

Sending Party: means a Party that transmits Customs Data through EDI messages to another Party.

System: means the telematic system used to create, send, receive or handle data messages.

UPU: means the Universal Postal Union, a specialized agency of the United Nations, whose aim is to secure the organization and improvement of the postal services and to promote the development of international collaboration in this sphere and which develops standards commonly used by postal operators.

2. Subject and purpose

This Agreement shall set the conditions pursuant to which Customs Data relating to postal items exchanged by the Parties are processed and exchanged electronically between the Parties.

Data capture

- 3.1 Customs Data relating to the items defined in Article 4 shall be captured in the System by each Party
- 3.2 The Customs Data to be captured in the System are as set out in Annex B.

4. Items for which Customs Data are captured and exchanged

- The Parties shall capture and exchange Customs Data for the item categories as set out in Annex C. 4.1
- The Parties shall capture and exchange Customs Data via the channels and at the locations as set out in Annex D.

5. Data transmission relating to postal items and format of EDI messages

- The provisions of Annex A stating the manner in which the Customs Data is exchanged by a Party may be varied by that Party from time to time by notification in writing to all other Parties.
- Customs Data, described in Annex B and captured in accordance with Article 3 above, shall be transmitted by the postal operator of origin to the postal operator of destination by means of EDI messages via the System and
- The policy regarding timing and frequency of transmission of the Customs Data between the Parties shall be as set out in Annex F.
- The postal operator of origin shall transmit the Customs Data in accordance with the timeframe set out 5.4 in Annex E.
- Each Party shall transmit Customs Data that are Personal Data to the other Party using technical measures that ensure the confidentiality and security of the data transmitted.
- No Party shall be obligated to transmit or receive Customs Data (including Personal Data) to any other Party until such time as each Party's legal requirements are satisfied and any applicable arrangements for protection and storage of Customs Data are made with by the Party and any intermediary entity that may be engaged in the in the transmission and/or storage of Customs Data.

6. **Exchange of information**



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	Discrepancy between the paper and electronic versions of the Customs Form se of a discrepancy between the data on the Customs Form and the electronic data sent by ser pursuant to this Agreement,	one Party to
8.	Use of the data exchanged	
	A Receiving Party shall ensure that the Authority to which it has transmitted a Sending Party (including any Personal Data contained therein) makes use of and/or discloses that Sending Data solely for	/'s Customs ding Party's
	The provisions of this Article 8 shall not restrict a Receiving Party's lawful disclosure of Cured from other Parties in the event of legal requirements based on each Receiving Party's norder of any court, tribunal or oversight agency of competent jurisdiction.	
9.	Data security and storage	
9.1	Each Party warrants that:	



10. Confidentiality

To the extent the Parties intend to share or disclose non-public information other than Customs Data or Personal Data, they shall enter into a separate agreement if such obligation is not already in effect.

11. Notice

Any information required or authorized to be given by a Party to the other Parties in accordance with the provisions of this Agreement, unless otherwise specifically stipulated, shall be in writing and delivered personally or sent via facsimile or e-mail to the recipient's address for notices specified in Annex F and shall be deemed to have been received the same day it was delivered by hand or sent by facsimile or e-mail. If necessary, a notice may also be sent by mail. In such a case, it shall be deemed to have been received on the seventh day following the date of mailing. Any Party may change its address and contact name by giving notice to the other Party in the manner set forth in this Article.

12. Liabilities and indemnities

	In the event that a third party asserts a claim against a Party that is attributable to a breach ement by another Party, the latter Party shall indemnify the defending Party for, and hold the defe	
Party		In that
12.2	A Party shall not be liable to another Party nor will it indemnify the other Party for	
		×

12.3 Nothing in this Agreement shall be construed as an acknowledgment or concession regarding the validity of any claim or the entitlement of any Party to any amount of damages.

13. Force majeure

13.1	The Parties are released from									
	in	the event of for	ce majeure.	All	other	rights	and	obligations	under	this
Agre	ement shall continue to apply to	the Parties in th	e event of for	rce r	naieu	re.				

13.2 "Force majeure" shall be deemed to be any event in which a Party fails, in part or full, to fulfil its obligations under this Agreement owing to reasons external to the Party that are unforeseeable, unavoidable and independent of that Party's control, and which are not attributable to any act or failure to take preventive action by that Party.



13.4 A Party seeking to rely on force majeure must give prompt written notice thereof to the other Parties and make all reasonable efforts to resume performance of its obligations as soon as possible.

14. Entry into force and duration of this Agreement

- 14.1 This Agreement shall enter into force on 23 September 2016 and shall continue indefinitely unless terminated earlier by all of the Parties.
- 14.2 Withdrawal by one or some of the Parties does not constitute termination with respect to the Agreement. The Agreement will continue to be binding on the remaining Parties to the Agreement.

15. Opening of exchanges

Subject to paragraph 5.6 of this Agreement, the opening of exchanges of Customs Data between the Parties may begin on the date of entry into force of the Agreement. In the case of a postal operator acceding to the Agreement by invitation of a Party to the Agreement, such Parties must open exchanges as provided for within the detailed terms of accession.

16 Termination and withdrawal

- 16.1 Subject to the conditions laid out in Article 16.4 below, a Party shall be entitled by notice in writing to the other Parties to withdraw from this Agreement immediately if:
- (a) less than six months have elapsed since the date that this Agreement enters into force (which is the pilot test period)
- (b) the Exchange of Customs Data Guide is not adopted by the Parties within 12 months of the date that this Agreement enters into force;
- (c) another Party assigns or transfers, or purports to assign or transfer, any of its rights or obligations under this Agreement or any interest therein without the withdrawing Party's prior written consent; or
- (d) another Party commits a material or persistent breach of any of its obligations hereunder and where the breach is capable of remedy fails to rectify such breach within 30 days of receiving a notice to do so.
- 16.2 A Party may withdraw from this Agreement without cause and at any time with the provision of three months' written notice to the other Parties.
- 16.3 Withdrawal from this Agreement by a Party shall be without prejudice to any other rights of the Parties accrued up until the date of withdrawal.

- 16.4 As a condition of withdrawal, a Party must enter into an agreement with all other Parties to maintain the obligations set forth in Articles 8, 9, and 10 for as long as the relevant data are retained by the withdrawing Party.
- 16.5 This Agreement may only be terminated by written mutual agreement of all of the Parties to it at the time of its termination.

17. Dispute resolution

- 17.1 If any dispute arises under or in connection with this Agreement the concerned Parties shall attempt to resolve such disputes amicably by referring the issue to the respective heads of the international business units of those Parties for discussions and with the aim of resolving the dispute. If this referral fails to achieve a resolution to the dispute, then the matter shall be referred to the respective chief executive officers of the concerned Parties for review and discussion with the aim of finding a resolution.
- 17.2 Any dispute which cannot be resolved in accordance with Article 17.1 shall be referred to arbitration for final settlement under the Rules of the International Chamber of Commerce (the Rules) by three arbitrators who have substantial experience in business disputes and appointed in accordance with the Rules. Unless the Parties agree otherwise, the place of arbitration shall be determined by the arbitrators, and the arbitration proceedings shall be conducted in the English language.
- 17.3 Notwithstanding the foregoing provisions of this Article 17, nothing in this Agreement shall prevent a Party from applying to a court of competent jurisdiction for injunctive relief pending the resolution of a dispute in accordance with the provisions of this Agreement.

18. Commercial nature of the Agreement

This is a commercial contract and not an agreement subject to public international law. It binds only the entities which are Parties to it and not their respective governments. By their signatures, the authorized representatives of the Parties warrant that their employing organizations have independent authority to enter into and be obligated by such commercial contractual agreements.

19. Language

The Parties agree that the language of their correspondence and communication at the administrative level shall be in English or any other language which two or more of them agree to for discussions relevant only to those Parties.

20. Amendments

- 20.1 Any amendment to this Agreement shall be made in writing and signed by, or on behalf of, each of the Parties.
- 20.2 Changes to the information presented in Annexes A, C, D, E, F, and G are anticipated and are not considered to be amendments to this Agreement. Such changes must be notified to the Parties in writing at least 30 business days in advance of the change if they require operational changes or changes to the Systems of the other Parties, and as soon as possible if not.

21. Waiver

- 21.1 No delay or omission by a Party to exercise any right or power accruing upon any non-compliance or default by the other Party with respect to any of the terms of this Agreement shall be construed as a waiver of such non-compliance or default.
- 21.2 A waiver by a Party of any breach of the terms of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.
- 21.3 To constitute a valid waiver, the terms of the waiver must be exchanged between the relevant Parties in writing.

22. Severability

If any provision of this Agreement is held to be invalid, unenforceable or in conflict with any applicable law, treaty or regulation related to this Agreement or its performance, that provision shall be deemed to no longer form part of this Agreement, and the remaining provisions shall remain in force.

23. Order of precedence

If there is any conflict or inconsistency between the text of the body of this Agreement, its Annexes and/or any amendments to this Agreement under Article 20, such conflict or inconsistency shall be resolved by interpreting the components of this Agreement in accordance with the following order of precedence:

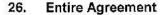
- (a) subsequent amendments to this Agreement under Article 20;
- (b) the text of the body of this Agreement;
- (c) subsequent amendments to the Annexes under Article 20; and
- (d) the Annexes.

24. Counterparts

This Agreement may be executed in counterparts. Each counterpart constitutes the agreement of each Party which has executed and delivered that counterpart to the other parties. Each executed counterpart is an original but the executed counterparts together constitute one and the same Agreement.

25. Accession

- 25.1 Any postal operator possessing full autonomy of the matters provided for in this Agreement may be invited by a Party to the Agreement to accede to the Agreement.
- 25.2 Accession to the Agreement shall be by invitation of a Party to the Agreement and the approval of a majority of the Parties to the detailed terms of accession as they relate to each invited postal operator.

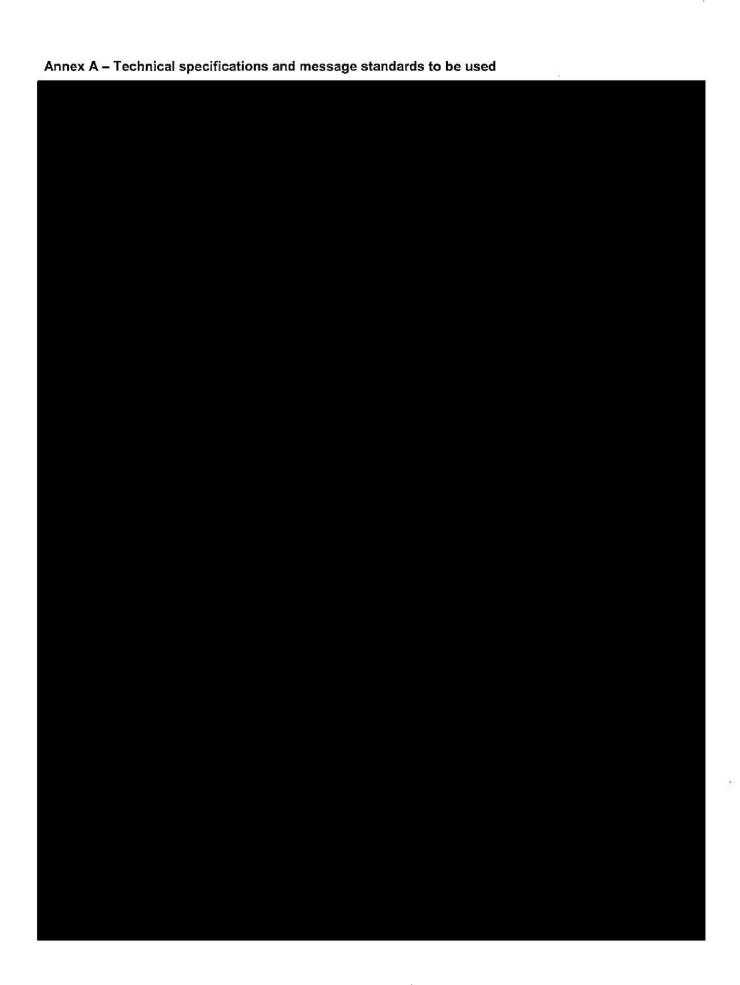


This is the entire agreement between the Parties with respect to its subject matter. It supersedes and replaces any written or oral arrangements, correspondence, conversations and documents made or exchanged between the Parties prior to its execution. Any modifications made to this Agreement as well as to the periodically updated and duly approved Annexes shall have no effect unless explicit and confirmed in a written document signed by the Parties hereto.

SIGNED BY THE PARTIES

AUSTRALIAN POS	TAL CORPORATION
Signature of Authorized Representative	
Name of Authorized Representative	
Date of Signing	
CANADA POSTA	L CORPORATION
Signature of Authorized Representative	
Name of Authorized Representative	
Date of Signing	
CHINA PO	ST GROUP
Signature of Authorized Representative	
Name of Authorized Representative	
Date of Signing	
CORREOS Y TE	ELEGRAFOS SAE
Signature of Authorized Representative	
Name of Authorized Representative	
Date of Signing	· · · · · ·
HONGKO	NG POST
Signature of Authorized Representative	
Name of Authorized Representative	
Date of Signing	

JAPAN POST SE	ERVICE CO., LTD
Signature of Authorized Representative	
Name of Authorized Representative	
Date of Signing	
	A POST
Signature of Authorized Representative	
Name of Authorized Representative	
Date of Signing	
GROUPE	LA POSTE
Signature of Authorized Representative	
Name of Authorized Representative	
Date of Signing	
	POST LIMITED
Signature of Authorized Representative	
Name of Authorized Representative	
Date of Signing	
THALLA	ND POST
Signature of Authorized Representative	What Ilm
Name of Authorized Representative	7,000
Date of Signing	Phitsanu Wanichpol
Date of Signing	23 September 2016
. UNITED STATES	POSTAL SERVICE
Signature of Authorized Representative	
Name of Authorized Representative	
Date of Signing	

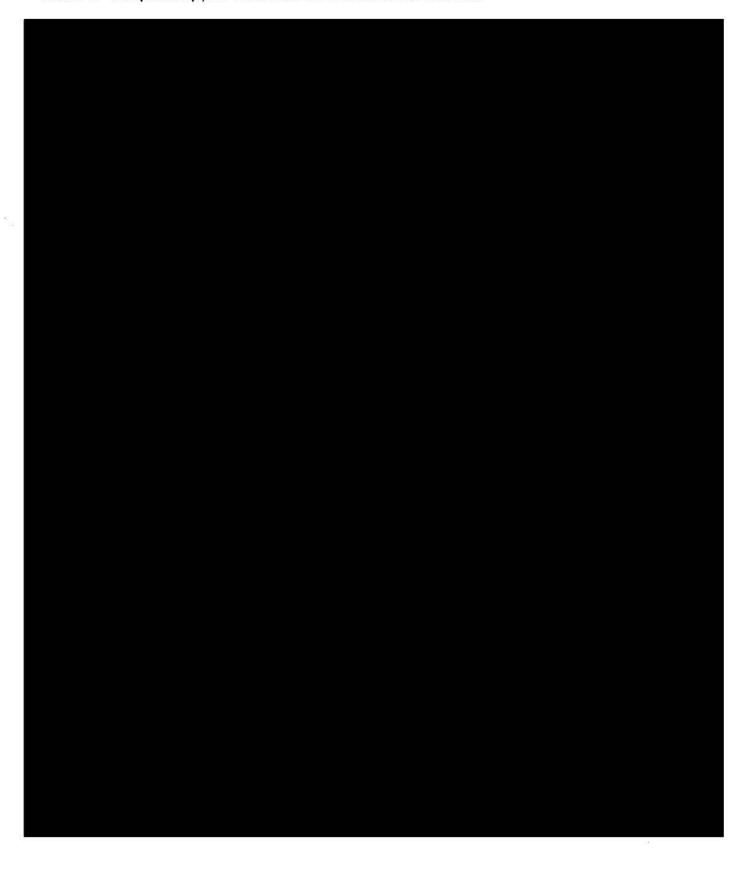


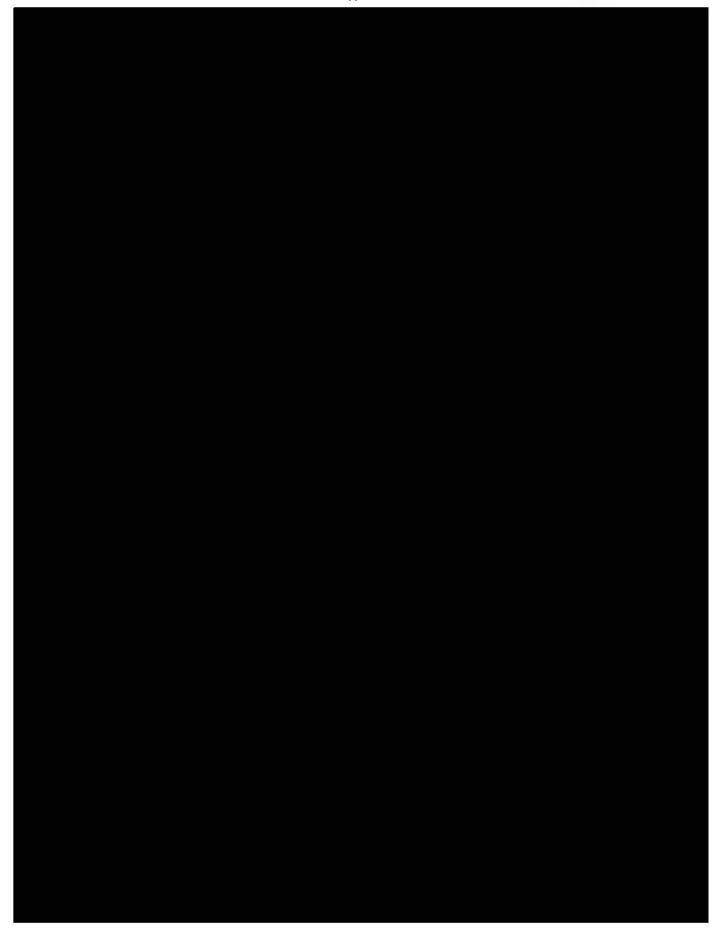


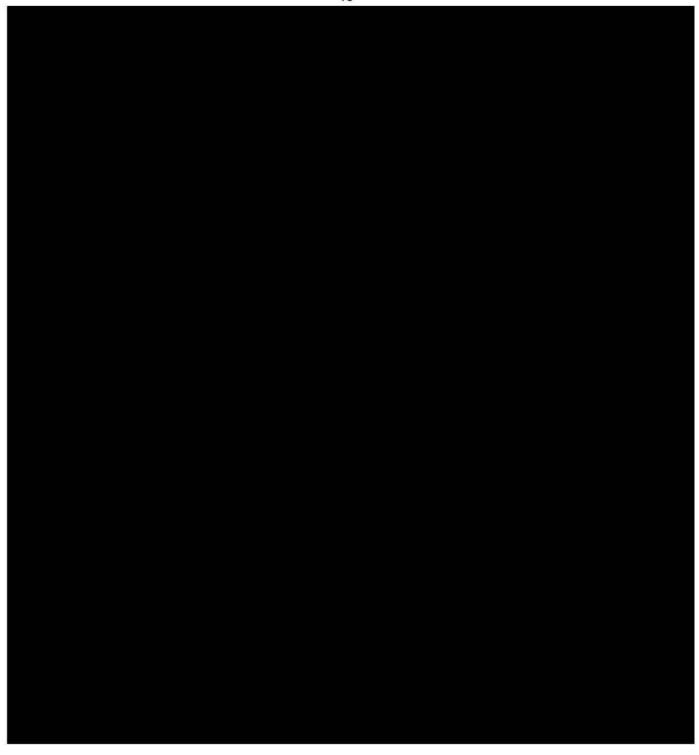
Annex B - Customs Data to be captured and exchanged



Annex C - The product(s) for which data will be sent and/or received

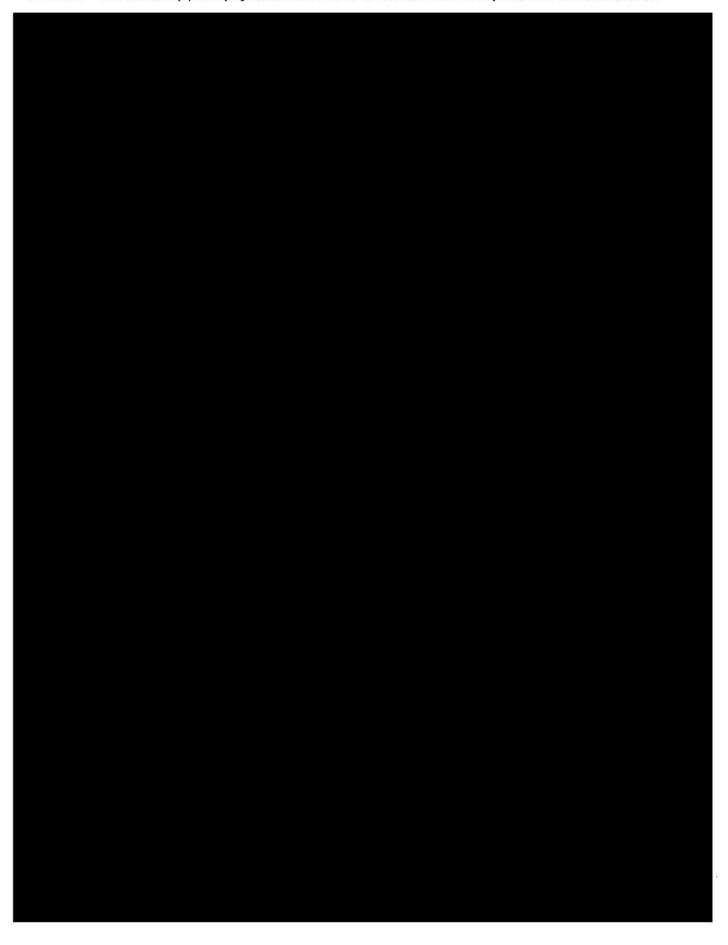


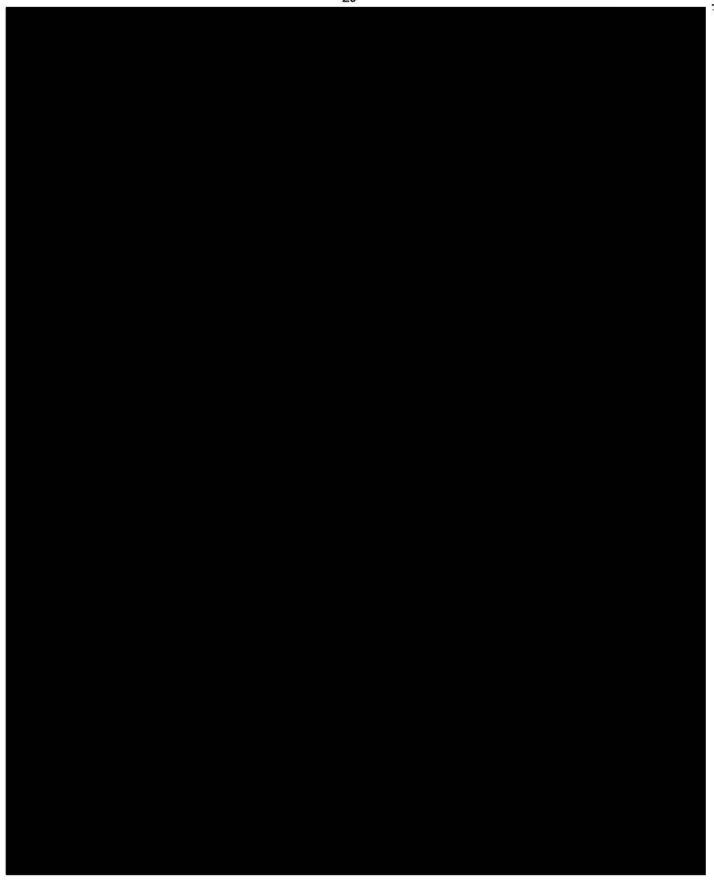




Attachment 13

Annex D - The channel(s) and physical locations at which data will be captured for outbound items





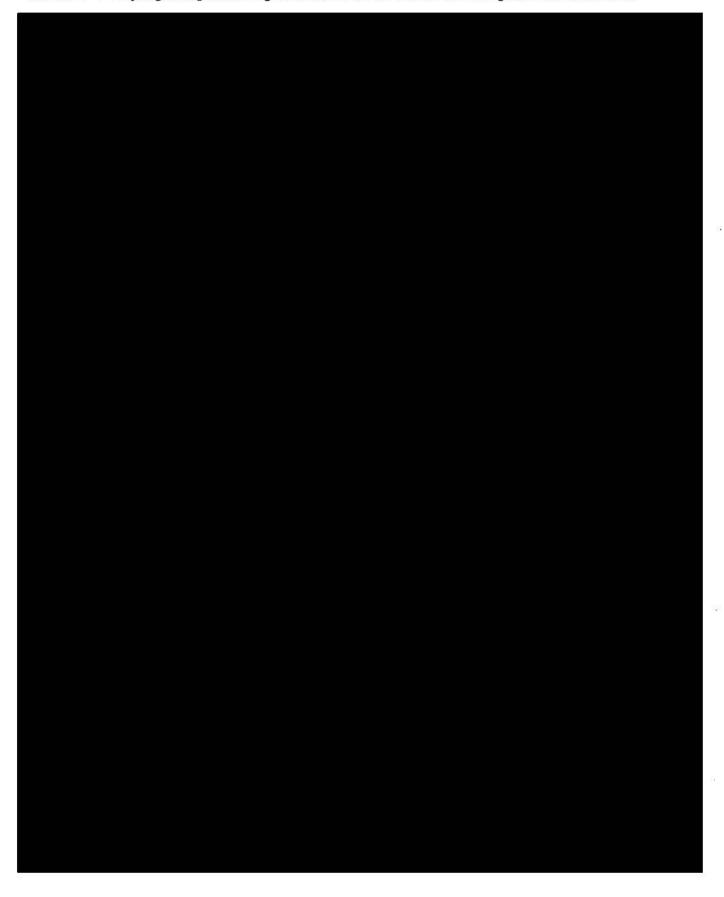


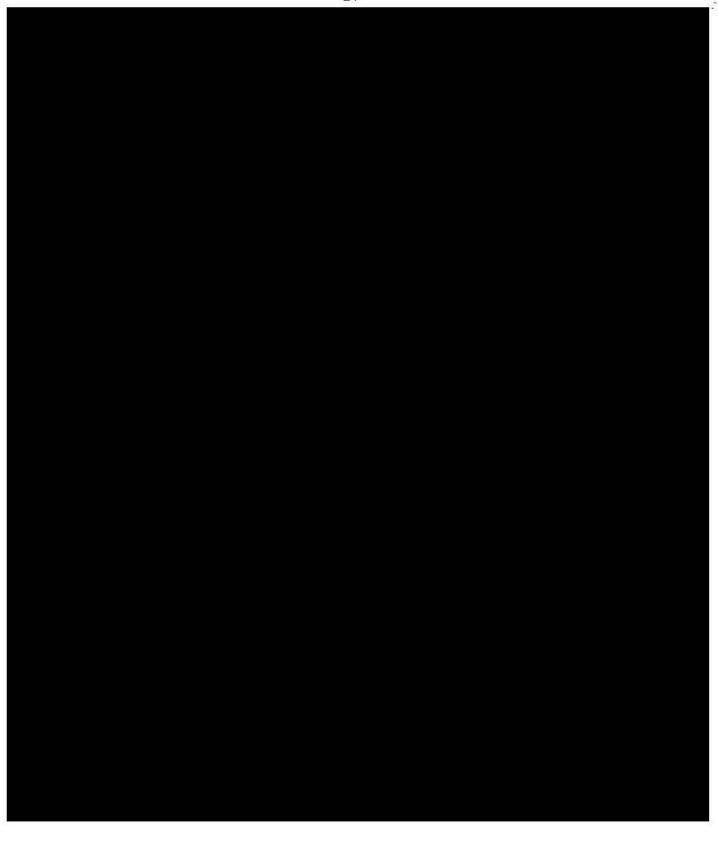


Attachment 13

23

Annex E - Policy regarding the timing of creation of the electronic message to the EDI network

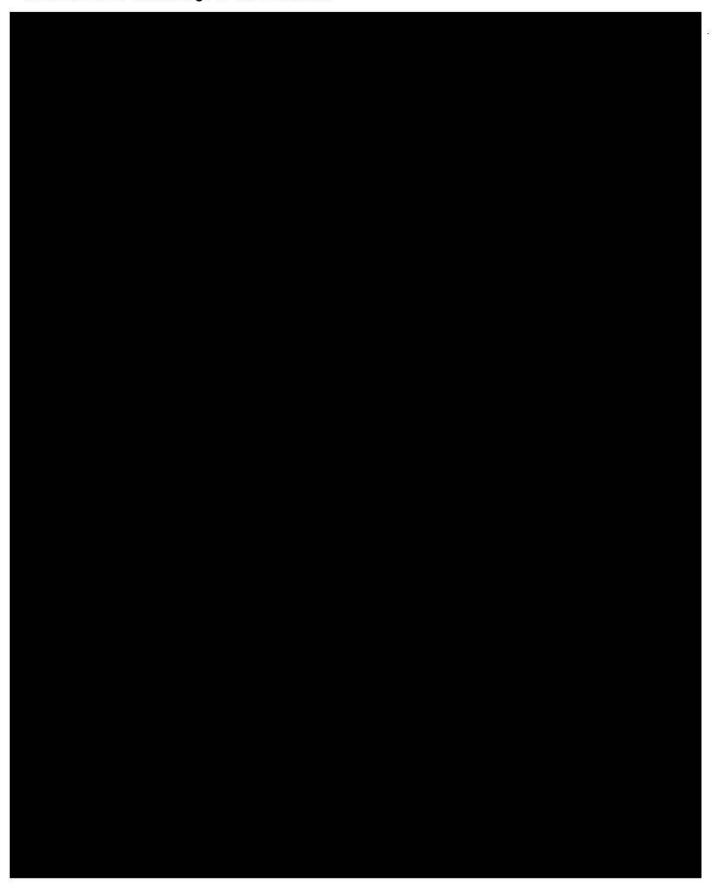


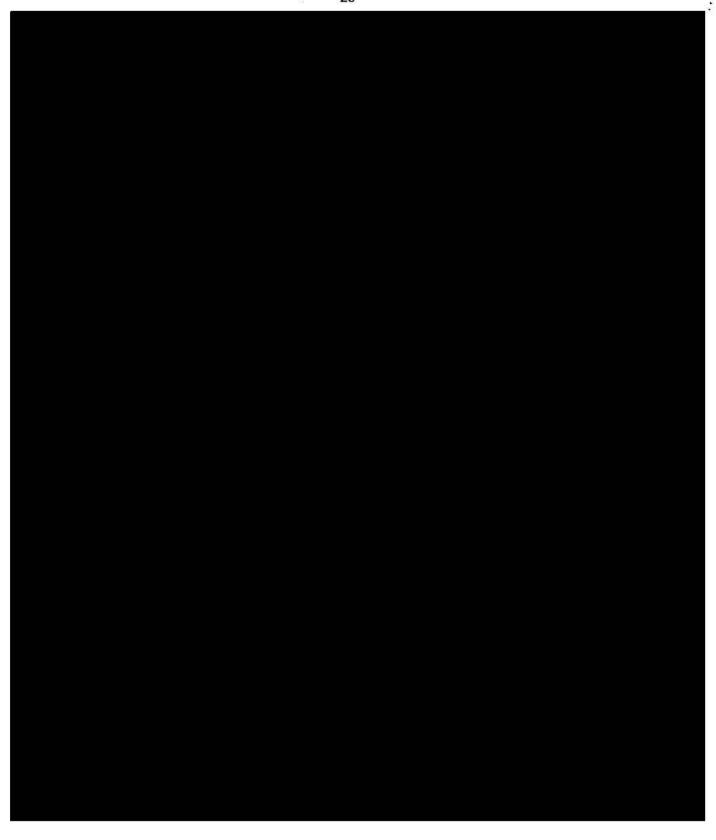






Annex F – Maximum time between the event causing creation of the electronic message, and transmission of the message to the EDI network









Annex G - Contact Details

Contact details for notices]
For Australian Postal Corporation	[insert]
For Canada Post Corporation	[inserf]
For China Post Group	[insert]
For Correos Y Telegrafos SAE	[insert]
For Hongkong Post	[insert]
For Japan Post Service Co. Ltd.	[insert]
For Korea Post	[inserf]
For Le Groupe La Poste	[insert]
For Singapore Post Limited	[inserf]
For Thailand Post	
For United States Postal Service	[inserf]

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AGREEMENT FOR THE ELECTRONIC EXCHANGE OF CUSTOMS DATA

BETWEEN

CORREIOS BRAZIL

AND

UNITED STATES POSTAL SERVICE

Version 2 (27 March 2014)

AGREEMENT FOR THE ELECTRONIC EXCHANGE OF CUSTOMS DATA

BETWEEN

CORREIOS BRAZIL

AND

UNITED STATES POSTAL SERVICE

MARCH 27, 2014

RECITALS

WHEREAS, Correios Brazil and the United States Postal Service (collectively the "Parties") are the designated postal operators of their respective territories and provide international postal services, and

WHEREAS, the Parties understand the need to devote appropriate resources to facilitate the exchange of electronic customs data; and

WHEREAS, the Parties recognize that EDI is one of the most effective ways to exchange data between trading partners and is therefore broadly used for international trade; and

WHEREAS, the Parties understand that service and efficiency improvements can be achieved if postal operators of origin transmit data on outbound international postal items to the destination postal operators, for the purposes of customs clearance,

WHEREAS, the Parties also recognize the importance of data and privacy protection in view of the long-lasting reputation of postal operators as guardians of the integrity of the mail;

The undersigned Parties hereby agree as follows:

OPERATIVE TERMS

1. Definitions

Customs Form: means the customs declaration form to be affixed on postal items exchanged between the Parties to be submitted for customs control in accordance with the laws of the countries of origin and destination.

Authority or Authorities: means all officially authorized agencies associated with the inspection or control of postal items at a country's borders, in accordance with the national laws of each country.

Customs Data: means

Electronic data interchange (EDI): means computer-to-computer exchange of data, by means of networks and formatted messages.

Party: means Correios Brazil or the United States Postal Service.

Parties: means both Correios Brazil and the United States Postal Service.

Personal Data: means

Receiving Party: means a Party that has received Customs Data through EDI messages from the other Party.

Sending Party: means the Party that transmits Customs Data through EDI messages to the other Party.

System: means the telematic system used to create, send, receive or handle data messages.

UPU: means the Universal Postal Union, a specialized agency of the United Nations, whose aim is to secure the organization and improvement of the postal services and to promote the development of international collaboration in this sphere and which develops standards commonly used by postal operators.

2. Subject and purpose

This Agreement shall set the conditions pursuant to which Customs Data relating to postal items exchanged by the Parties are processed and exchanged electronically between the Parties.

3. Data capture

- 3.1 Customs Data relating to the items defined in Article 4 shall be captured in the System by each Party
- 3.2 The Customs Data to be captured in the System are as set out in Annex A.

4. Items for which Customs Data are captured and exchanged

The Parties shall capture and exchange Customs Data, as available, for EMS, air parcels, letter post packets, and any other products subsequently agreed by the Parties, that are entered at retail, bulk entry locations, and using online systems, and any other method subsequently agreed by the Parties. Items for which Customs Data are to be captured and exchanged may be added to those listed in this Article 4 by an exchange of written correspondence indicating mutual agreement, without formal amendment of this Agreement.

- Data transmission relating to postal items and format of EDI messages
- 5.1 Customs Data shall be exchanged in XML format, which may be varied by a Party from time to time by notification in writing to the other Party.
- 5.2 Customs Data, described in Annex A and captured in accordance with Article 3 above, shall be transmitted by the postal operator of origin to the postal operator of destination by means of EDI messages via the System and in conformity with the UPU standard M33 or any other compatible standard messages as may be agreed by the Parties.
- 5.3 The postal operator of origin shall transmit the Customs Data prior to dispatch of the item, which means prior to the Sending Party's assignment of the mail shipment to an air carrier, and as far in advance as possible from availability of EDI.
- 5.4 Each Party shall transmit Customs Data that are Personal Data to the other Party using technical measures that ensure the confidentiality and security of the data transmitted.
- 5.5 Neither Party shall be obligated to transmit or receive Customs Data that are Personal Data to the other Party until such time as each Party's legal requirements are satisfied and any applicable arrangements for protection and storage of Customs Data are made by the Receiving Party and any intermediary entity that may be engaged in the transmission and/or storage of Customs Data.
- 6. Exchange of information
- 7. Discrepancy between the paper and electronic versions of the Customs Form

In case of a discrepancy between the data on the Customs Form and the electronic data sent by one Party to the other pursuant to this Agreement,

- Use of the data exchanged
- 8.2 The Receiving Party shall ensure that the Authority to which it has transmitted the Sending Party's Customs Data (including any Personal Data contained therein) makes use of that Sending Party's Customs Data solely for
- 8.3 The provisions of this Article 8 shall not restrict the Receiving Party's lawful disclosure of Customs Data received from the Sending Party in the event of legal requirements based on the Receiving Party's national laws or by order of any court, tribunal or oversight agency of competent jurisdiction.
- 9. Data security and storage
- 9.1 Each Party warrants that:



10. Confidentiality

To the extent the Parties intend to share or disclose non-public information other than Customs Data or Personal Data, they shall enter into a separate nondisclosure agreement if such obligation is not already in effect.

11. Notice

11.1 Any information required or authorized to be given by a Party to the other Party in accordance with the provisions of this Agreement, unless otherwise specifically stipulated, shall be in writing and delivered personally or via e-mail to the recipient's address for notices specified in Article 11.2 and shall be deemed to have been received the same day it was delivered by hand or sent by e-mail. If necessary, a notice may also be sent by mail. In such a case, it shall be deemed to have been received on the seventh day following the date of mailing. Any Party may change its address and contact name by giving notice to the other Party, without formal amendment of this Agreement.

11.2 Notice shall be provided:

To the USPS:

Giselle Valera
Managing Director and Vice President, Global Business
United States Postal Service
475 L'Enfant Plaza SW, Room 4000
Washington, DC 20260
United States of America
Giselle Valera@usps.gov

To Correios Brazil

Brazilian Post 70002-900 Brasília-DF BRAZIL

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12.	Liabilitio	e and in	demnities

12.1 In the event that a third party asserts a claim against a Party that is attributable to a breach of this Agreement by the other Party, the latter Party shall indemnify the defending Party for, and hold the defending Party harmless from In that instance, the indemnifying Party shall

12.2 Neither Party shall be liable to the other Party nor will it indemnify the other Party for any loss or damage including special, indirect, incidental, punitive, consequential or any other damages

12.3 Nothing in this Agreement shall be construed as an acknowledgment or concession regarding the validity of any claim or the entitlement of any Party to any amount of damages.

13. Force majeure

13.1 The Parties are released from in the event of force majeure. All other rights and obligations under this Agreement shall continue to apply to the Parties in the event of force majeure.

13.2 "Force majeure" shall be deemed to be any event in which a Party fails, in part or full, to fulfil its obligations under this Agreement owing to reasons external to the Party that are unforeseeable, unavoidable and independent of that Party's control, and which are not attributable to any act or failure to take preventive action by that Party.

13.3 Force majeure shall include but not be limited to events such as:



13.4 A Party seeking to rely on force majeure must give prompt written notice thereof to the other Party and make all reasonable efforts to resume performance of its obligations as soon as possible.

14. Entry into force and duration of this Agreement

This Agreement shall enter into force on June 2, 2014 and shall continue indefinitely unless terminated earlier by either Party.

Opening of exchanges

Subject to paragraph 5.5 of this Agreement, the opening of the exchange of Customs Data between the Parties may begin on the date of entry into force of the Agreement or on another date agreed to by the Parties in writing.

16 Termination

- 16.1 Subject to the conditions laid out in Article 16.4 below, a Party shall be entitled by notice in writing to the other Party to terminate this Agreement immediately if:
- (a) the exchange of Customs Data is not adopted by both of the Parties within 6 months of the date that this Agreement enters into force;
- (b) a Party assigns or transfers, or purports to assign or transfer, any of its rights or obligations under this Agreement or any interest therein without the terminating Party's prior written consent; or
- (c) a Party commits a material or persistent breach of any of its obligations hereunder and, where the breach is capable of remedy, fails to rectify such breach within 30 days of receiving a notice to do so.
- 16.2 A Party may terminate this Agreement without cause and at any time with the provision of three months' written notice to the other Party.
- 16.3 Termination of this Agreement by a Party shall be without prejudice to any other rights of the Party accrued up to the date of termination.
- 16.4 As a condition of termination, the obligations set forth in Articles 8, 9, and 10 shall maintain while the relevant data is retained by the terminating Party.

17. Dispute resolution

- 17.1 If any dispute arises under or in connection with this Agreement the Parties shall attempt to resolve such disputes amicably by referring the issue to the respective heads of their international business units for discussions and with the aim of resolving the dispute. If this referral fails to achieve a resolution to the dispute, then the matter shall be referred to the respective chief executive officers of the Parties for review and discussion with the aim of finding a resolution.
- 17.2 Any dispute which cannot be resolved in accordance with Article 17.1 shall be referred to arbitration for final settlement under the Rules of the International Chamber of Commerce (the Rules) by three arbitrators who have substantial experience in business disputes and appointed in accordance with the Rules. Unless the Parties agree otherwise, the place of arbitration shall be determined by the arbitrators, and the arbitration proceedings shall be conducted in the English language.
- 17.3 Notwithstanding the foregoing provisions of this Article 17, nothing in this Agreement shall prevent a Party from applying to a court of competent jurisdiction for injunctive relief pending the resolution of a dispute in accordance with the provisions of this Agreement.

18. Commercial nature of the Agreement

This is a commercial contract and not an agreement subject to public international law. It binds only the entities which are Parties to it and not their respective governments. By their signatures, the authorized representatives of the Parties warrant that their employing organizations have independent authority to enter into and be obligated by such commercial contractual agreements.

19. Language

The Parties agree that the language of their correspondence and communication at the administrative level shall be in English.

20. Amendments

Any amendment to this Agreement shall be made in writing and signed by duly authorized representatives of each of the Parties.

21. Waiver

- 21.1 No delay or omission by a Party to exercise any right or power accruing upon any non-compliance or default by the other Party with respect to any of the terms of this Agreement shall be construed as a waiver of such non-compliance or default.
- 21.2 A waiver by a Party of any breach of the terms of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.
- 21.3 To constitute a valid waiver, the terms of the waiver must be mutually agreed to by exchange of written correspondence between the Parties.

22. Severability

If any provision of this Agreement is held to be invalid, unenforceable or in conflict with any applicable law, treaty or regulation related to this Agreement or a Party's performance of obligations under the Agreement, that provision shall be deemed to no longer form part of this Agreement, and the remaining provisions shall remain in force.

23. Order of precedence

If there is any conflict or inconsistency between the text of the body of this Agreement, its Annex and/or any amendments to this Agreement under Article 20, such conflict or inconsistency shall be resolved by interpreting the components of this Agreement in accordance with the following order of precedence:

- (a) subsequent amendments to this Agreement under Article 20;
- (b) subsequent changes made by mutual written agreement not requiring formal amendment of the Agreement;
- (c) the text of the body of this Agreement;
- (d) subsequent amendments to the Annex under Article 20; and
- (e) the Annex.

24. Counterparts

This Agreement may be executed in counterparts. Each counterpart constitutes the agreement of each Party which has executed and delivered that counterpart to the other Party. Each executed counterpart is an original but the executed counterparts together constitute one and the same Agreement.

26. Entire Agreement

This is the entire agreement between the Parties with respect to its subject matter. It supersedes and replaces any written or oral arrangements, correspondence, conversations and documents made or exchanged between the Parties prior to its execution on the subject matter contained within the scope of the Agreement.

SIGNED BY THE PARTIES

CORREI	OS BRAZIL	
Signature of Authorized Representative	Alberto de Mello Mattos Chefe do DEINT Matricula: 8.010.247-6	
Name of Authorized Representative	Alberto de Mello Mattos Head of International Department	
Date of Signing	04/08/2014	

UNITED STATE	S POSTAL SERVICE
Signature of Authorized Representative	Jusable //wera
Name of Authorized Representative	Giselle Valena Vice President Global Busine
Date of Signing	4/16/2014

Annex A - Customs Data to be captured and exchanged

